

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Cost-Plus-Fixed-Fee	Page 1 Of 5
2. Amendment/Modification No. 35		3. Effective Date 2007JUL20		4. Requisition/Purchase Req No. SEE SCHEDULE	
5. Project No. (If applicable)					
6. Issued By U.S. ARMY TACOM LCMC SFAE-GCS-W-BCTP KENNY K. WONG (586)574-7056 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL WEAPON SYSTEM: WPN SYS: KM EMAIL: KENNY.WONG@US.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN, MI 48397-5000 SCD B PAS NONE ADP PT HQ0337	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GM GDLS DEFENSE GROUP, LLC 38500 MOUND ROAD STERLING HEIGHTS, MI 48310-3260 TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>	
				<input type="checkbox"/>	
				<input checked="" type="checkbox"/>	
				<input type="checkbox"/>	
Code INLE2				Facility Code	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting And Appropriation Data (If required) ACRN: AP NET INCREASE: \$14,386.00					
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS					
KIND MOD CODE: A It Modifies The Contract/Order No. As Described In Item 14.					
<input checked="" type="checkbox"/> A. This Change Order is Issued Pursuant To: FAR 52.243-2, ALT II The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.					
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:					
<input type="checkbox"/> D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.					
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION					
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. Name And Title Of Signer (Type or print)			16A. Name And Title Of Contracting Officer (Type or print) VIVIAN L. NORDAUNE VIVIAN.L.NORDAUNE@US.ARMY.MIL (586)753-2068		
15B. Contractor/Offeror (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	
				16C. Date Signed 2007JUL20	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE			30-105-02 STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243		

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-D-M112/0019 MOD/AMD 35	Page 2 of 5
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SECTION A - SUPPLEMENTAL INFORMATION

1. This Modification 35 to Delivery Order 0019 under Contract W56HZV-07-D-M112 is being issued as a Unilateral Change Order under the Changes Clause at I-79 of this contract.

2. Pursuant to the Changes Clause, FAR 52.243-2 ALT. II, the contractor shall follow the guidance as stated in accordance with Paragraph C.9.41 of the CLS Contract to provide FSR support to the Mobile Guy System and TESS Integration Work. The terms and conditions under this Modification shall implement the authorization given under PCO Letter KKW026, dated 18 May 2007. The contractor was authorized to charge Initial Operational Test & Evaluation (IOT&E) activities for all variants of the Stryker vehicle. All IOT&E activity shall be tracked distinctly using CDRL C010 - Parts Consumption Report.

3. As a result of this Modification 35, the following scope will be incorporated onto Section C of this Contract:
 - C.9.41 FSR Support to the Mobile Gun System and TESS Integration Work (Fort Hood, TX)
 - C.9.41.1 The Contractor shall support MGS-023 as necessary to support Government testing of TESS integration at Ft Hood TX. Purpose of this test is as a result of a change in the RTCA, the MGS needs to certify TESS's ability to be compatible with MILES XXI, MILES 2000 and the Javelin FTT. To accomplish this USAOTC must use MGS TESS to shoot validation engagements.
 - C.9.41.2 The Contractor shall support Government testing of the aforementioned Stryker variant vehicle as denoted in C.9.41.1. The Contractor shall provide a Field Service Representative (FSR) to support government TESS integration testing. The Contractor shall address and resolve all MGS performance issues that result from Government testing.
 - C.9.41.3 The Contractor shall provide continuous, sustained FSR support for approximately one week to check vehicle out and bring back to fully operational standards and one week to monitor vehicle condition during Government TESS integration activities. Accumulated vehicle test mileage is estimated to be approximately fifty (50) miles.
 - C.9.41.4 The Contractor shall perform all periodic, scheduled, and repair maintenance on the vehicle during the time frame as denoted in C.41.3. The Contractor shall provide to the Government data collectors, any errors/inconsistencies discovered in technical manuals or publications during this maintenance. The Contractor shall accommodate any installation or disassembly as required for the vehicle during testing.

4. If any of the above changes cause an increase of decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in the --
 - (1) Estimated Cost, delivery or completion schedule, or both; (2) Amount of any fixed fee; and (3) Other affected terms and shall modify the contract accordingly.

5. The contractor must assert its right to an adjustment under this clause within 30 days from the effective date of this Modification 35. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

6. Failure to agree to any adjustment shall be a dispute under the Disputes Clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

7. Notwithstanding the terms and conditions of paragraphs (2) and (4) above, the estimated cost of this contract shall not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated cost. Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the Limitation of Cost of Limitation of Funds clause of this Contract.

8. Resultant of this Modification 35, Section B of this Delivery Order is reflected as follows:

CLIN 0001AT is established and funded in the amount of \$14,386 (PRON: X162C013)

Estimated Costs	\$ 13,182
FCCM	51
<u>FEE</u>	<u>1,153</u>
Total Estimated Costs	\$ 14,386

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9. As a result of this Modification 35, the total obligated amount for this Delivery Order 0019 under Contract W56HZV-07-D-M112 is increased by \$14,386.

10. The estimated period of performance for this pre-IOT&E effort is from 30 July 2007 through 13 August 2007. All activities relating to this Modification 35 can be charged to CLIN 0001 from contract award through 04 November 2007.

11. Except as specifically stated above, all other terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0035 ***

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	SECURITY CLASS: Unclassified				
0001AT	<div>SERVICES LINE ITEM</div> <div>NOUN: FSR SUPPORT FOR MGS & TESS PRON: X162C013X1 PRON AMD: 01 ACRN: AP AMS CD: 643653C0300</div> <div>Estimated Cost \$ 13,182 FCCM \$ 51 FEE \$ 1,153 Total Estimated Costs \$ 14,386</div> <div>Added by Modification 35</div> <div>(End of narrative B001)</div> <div>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</div> <div>Deliveries or Performance DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 0 04-NOV-2007</div> <div>\$ 14,386.00</div>				\$ 14,386.00

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	OBLG STAT/ ACRN JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0001AT	X162C013X1 643653C0300 A16C03512RX1	AP 2 6GXC13	\$ 0.00	\$ 14,386.00	\$ 14,386.00
NET CHANGE				\$ 14,386.00	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AP	21 62040000065R5R07P643653255Y S20113	W56HZV	\$ 14,386.00
NET CHANGE				\$ 14,386.00

PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD: \$ 271,111,358.00	\$ 14,386.00	\$ 271,125,744.00

ACRN	EDI ACCOUNTING CLASSIFICATION
AP 21 060720400000 S20113 65R5R07643653C0300255Y	6GXC13S20113 W56HZV